

Hon. Richard A. Jones

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MOHAMED ABDALLA, et al., }  
Plaintiffs, } NO. C13-1674 RAJ  
v. }  
SECURITY INDUSTRY SPECIALISTS, }  
INC. a California corporation; and JAMES }  
CALABRESE, an individual, } STIPULATED PROTECTIVE ORDER  
Defendants. }

## 1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

111

111

1                   2.     "CONFIDENTIAL" MATERIAL

2                   "Confidential" material shall include the following documents and tangible  
3 things produced or otherwise exchanged:

4                   (a)    any job application materials provided to Defendant Security Industry  
5 Specialists, Inc. ("SIS") by persons other than the Plaintiffs (hereafter, "non-Plaintiff  
6 applicants");

7                   (b)    any records of SIS's evaluation of or decision making about the  
8 qualifications of any non-Plaintiff applicants;

9                   (c)    any records reflecting other confidential human resources matters  
10 relating to an individual (whether Plaintiff or non-Plaintiff), such as performance  
11 counseling, discipline, discharge, accommodation requests, medical information or  
12 confidential HR investigations, as well as any records reflecting the race, national origin or  
13 religion of any individual;

14                   (d)    any records reflecting any non-Plaintiff's individual compensation or  
15 proposed compensation from SIS;

16                   (e)    any records reflecting confidential business information of SIS or any  
17 of its customers;

18                   (f)    any records reflecting competitively sensitive business information,  
19 such as pricing of services, proprietary training materials, deployment levels, potential  
20 customers and potential service areas; and

21                   (g)    any medical records or other health care information of any individual  
22 (whether Plaintiff or non-Plaintiff).

23                   / / /

24                   / / /

25                   / / /

26                   / / /

1                   3. SCOPE

2                   The protections conferred by this agreement cover not only confidential  
 3 material (as defined above), but also (1) any information copied or extracted from  
 4 confidential material; (2) all copies, excerpts, summaries, or compilations of confidential  
 5 material; and (3) any testimony, conversations, or presentations by parties or their counsel  
 6 that might reveal confidential material. However, the protections conferred by this  
 7 agreement do not cover information that is in the public domain or becomes part of the  
 8 public domain through trial or otherwise.

9                   4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

10                  4.1 Basic Principles. A receiving party may use confidential material that is  
 11 disclosed or produced by another party or by a non-party in connection with this case only  
 12 for prosecuting, defending, or attempting to settle this litigation. Confidential material may  
 13 be disclosed only to the categories of persons and under the conditions described in this  
 14 agreement. Confidential material must be stored and maintained by a receiving party at a  
 15 location and in a secure manner that ensures that access is limited to the persons  
 16 authorized under this agreement.

17                  4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 18 otherwise ordered by the court or permitted in writing by the designating party, a  
 19 receiving party may disclose any confidential material only to:

20                   (a) the receiving party's counsel of record in this action, as well as  
 21 employees of counsel to whom it is reasonably necessary to disclose the information for  
 22 this litigation;

23                   (b) the officers, directors, and employees (including in house counsel) of  
 24 the receiving party to whom disclosure is reasonably necessary for this litigation, unless the  
 25 parties agree that a particular document or material produced is for Attorney's Eyes Only  
 26 and is so designated;

(c) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court, court personnel, and court reporters and their staff;

(e) copy imaging or document management or e-discovery services vendors retained by counsel to assist in the duplication, location or management of confidential material, provided that counsel for the party retaining the service vendor instructs the vendor not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

111

111

1                   4.4     Producing Party's Use and Disclosure of Confidential Material2     Unrestricted. Nothing in this Protective Order shall be construed as limiting or restricting  
3     in any manner a producing party's use or disclosure of its *own* confidential material.4                   5.     DESIGNATING PROTECTED MATERIAL5                   5.1     Exercise of Restraint and Care in Designating Material for Protection.6     Each party or non-party that designates information or items for protection under this  
7     agreement must take care to limit any such designation to specific material that qualifies  
8     under the appropriate standards. The designating party must designate for protection only  
9     those parts of material, documents, items, or oral or written communications that qualify,  
10    so that other portions of the material, documents, items, or communications for which  
11    protection is not warranted are not swept unjustifiably within the ambit of this agreement.12                  Mass, indiscriminate, or routinized designations are prohibited. Designations  
13    that are shown to be clearly unjustified or that have been made for an improper purpose  
14    (e.g., to unnecessarily encumber or delay the case development process or to impose  
15    unnecessary expenses and burdens on other parties) expose the designating party to  
16    sanctions.17                  If it comes to a designating party's attention that information or items that it  
18    designated for protection do not qualify for protection, the designating party must  
19    promptly notify all other parties that it is withdrawing the mistaken designation.20                  5.2     Manner and Timing of Designations. Except as otherwise provided in  
21    this agreement (see, e.g., section 5.2(b) below), or as otherwise stipulated or ordered,  
22    disclosure or discovery material that qualifies for protection under this agreement must be  
23    clearly so designated before or when the material is disclosed or produced.24                  (a) Information in documentary form: (e.g., paper or electronic documents  
25    and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
26    proceedings), the designating party must affix the word "CONFIDENTIAL" to each page

1 that contains confidential material. If only a portion or portions of the material on a page  
2 qualifies for protection, the producing party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins).

4 (b) Testimony given in deposition or in other pretrial or trial proceedings:  
5 the parties must identify on the record, during the deposition, hearing, or other  
6 proceeding, all protected testimony, without prejudice to their right to so designate other  
7 testimony after reviewing the transcript. Any party or non-party may, within fifteen days  
8 after receiving a deposition transcript, designate portions of the transcript, or exhibits  
9 thereto, as confidential.

10 (c) Other tangible items: the producing party must affix in a prominent  
11 place on the exterior of the container or containers in which the information or item is  
12 stored the word "CONFIDENTIAL." If only a portion or portions of the information or  
13 item warrant protection, the producing party, to the extent practicable, shall identify the  
14 protected portion(s).

15                   5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
16 failure to designate qualified information or items does not, standing alone, waive the  
17 designating party's right to secure protection under this agreement for such material.  
18 Upon timely correction of a designation, the receiving party must make reasonable efforts  
19 to ensure that the material is treated in accordance with the provisions of this agreement.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21                   6.1     Timing of Challenges. Any party or non-party may challenge a  
22 designation of confidentiality at any time. Unless a prompt challenge to a designating  
23 party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
24 unnecessary economic burdens, or a significant disruption or delay of the litigation, a party  
25 does not waive its right to challenge a confidentiality designation by electing not to mount  
26 a challenge promptly after the original designation is disclosed.

1                   6.2     Meet and Confer. The parties must make every attempt to resolve any  
 2 dispute regarding confidential designations without court involvement. Any motion  
 3 regarding confidential designations or for a protective order must include a certification, in  
 4 the motion or in a declaration or affidavit, that the movant has engaged in a good faith  
 5 meet and confer conference with other affected parties in an effort to resolve the dispute  
 6 without court action. The certification must list the date, manner, and participants to the  
 7 conference. A good faith effort to confer requires a face-to-face meeting or a telephone  
 8 conference.

9                   6.3     Judicial Intervention. If the parties cannot resolve a challenge without  
 10 court intervention, the designating party may file and serve a motion to retain  
 11 confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if  
 12 applicable). The burden of persuasion in any such motion shall be on the designating  
 13 party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or  
 14 impose unnecessary expenses and burdens on other parties) may expose the challenging  
 15 party to sanctions. All parties shall continue to maintain the material in question as  
 16 confidential until the court rules on the challenge.

17                  7.     PROTECTED MATERIAL SUBPOENAED OR ORDERED  
 18 PRODUCED IN OTHER LITIGATION

19                  If a party is served with a subpoena or a court order issued in other litigation  
 20 that compels disclosure of any information or items designated in this action as  
 21 "CONFIDENTIAL," that party must:

- 22                  (a)    promptly notify the designating party in writing and include a copy of  
 23 the subpoena or court order;
- 24                  (b)    promptly notify in writing the party who caused the subpoena or  
 25 order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this agreement. Such notification shall include a copy of this  
2 agreement; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the designating party whose confidential material may be affected.

5 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
7 confidential material to any person or in any circumstance not authorized under this  
8 agreement, the receiving party must immediately (a) notify in writing the designating  
9 party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized  
10 copies of the protected material, (c) inform the person or persons to whom unauthorized  
11 disclosures were made of all the terms of this agreement, and (d) request that such person  
12 or persons execute the "Acknowledgment and Agreement to Be Bound" that is attached  
13 hereto as Exhibit A.

14 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

16 When a producing party gives notice to receiving parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other protection, the  
18 obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure  
19 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
20 established in an e-discovery order or agreement that provides for production without  
21 prior privilege review. Parties shall confer on an appropriate non-waiver order under Fed.  
22 R. Evid. 502.

23 10. NON TERMINATION AND RETURN OF DOCUMENTS

24 Within 60 days after the termination of this action, including all appeals, each  
25 receiving party must return all confidential material to the producing party, including all  
26

1 copies, extracts and summaries thereof. Alternatively, the parties may agree upon  
2 appropriate methods of destruction.

3 Notwithstanding this provision, counsel are entitled to retain one archival  
4 copy of all documents filed with the court; trial, deposition, and hearing transcripts;  
5 correspondence; deposition and trial exhibits; expert reports; attorney work product; and  
6 consultant and expert work product, even if such materials contain confidential material.

7 The confidentiality obligations imposed by this agreement shall remain in  
8 effect until a designating party agrees otherwise in writing or a court orders otherwise.

9 IT IS SO STIPULATED, through undersigned counsel of record.

10 DATED this 11th day of February, 2014.

11 CONNOR & SARGENT PLLC

13 By s/Stephen P. Connor  
14 Stephen P. Connor, WSBA No. 14305  
15 Anne-Marie E. Sargent, WSBA No. 27160  
16 1000 2<sup>nd</sup> Avenue, Suite 3500  
17 Seattle, Washington 98104  
18 Tel. (206) 654-50  
19 E-mail: steve@cslawfirm.net  
20 E-mail: aes@cslawfirm.net

21 MUNDT MacGREGOR L.L.P.

22 By s/J.D. Stahl  
23 J. David Stahl  
24 WSB No. 14113  
25 271 Wyatt Way NE, Suite 106  
26 Bainbridge Island, Washington 98110  
27 Tel. (206) 624-5950  
28 E-mail: [jdstahl@mundtmac.com](mailto:jdstahl@mundtmac.com)

29 Attorneys for Plaintiffs

1 JACKSON LEWIS LLP  
2  
3

4 By s/Karen P. Kruse  
5 Karen P. Kruse  
6 Sieu K. Che  
7 520 Pike Street, Suite 2300  
8 Seattle, Washington 98101  
9 Tel. (206) 405-0404  
10 E-mail: [karen.kruse@jacksonlewis.com](mailto:karen.kruse@jacksonlewis.com)  
11 E-mail: [sieu.che@jacksonlewis.com](mailto:sieu.che@jacksonlewis.com)

12 Attorneys for Defendants  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED this 11<sup>th</sup> day of March, 2014.

  
13  
14  
15  
16

The Honorable Richard A. Jones  
United States District Judge

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on February \_\_\_\_\_, 2014 in the case *Mohamed Abdalla, et al. v. Security Industries Specialists, Inc., et al.*, Case No. C13-1674RAJ). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed:

Printed name:

Signature: